

LAW OFFICES OF
RANSMEIER & SPELLMAN
ONE CAPITOL STREET
PO BOX 1378

CONCORD, NEW HAMPSHIRE 03302-1378

TELEPHONE (603) 228-0477

FAX NOS (603) 224-2780

(603) 228-2131

JOSEPH S RANSMEIER
LAWRENCE E SPELLMAN
JOHN C RANSMEIER
DOM S DAMBRUOSO
LAWRENCE S SMITH
MICHAEL LENEHAN
E TUPPER KINDER
STEVEN E HENGEN
GARRY R LANE
JEFFREY J ZELLERS
TIMOTHY E BRITAIN
DIANE L PERIN
R STEVENSON UPTON
R MATTHEW CAIRNS
LISA L BIKLEN
CAROL J HOLAHAN
JOHN T ALEXANDER
DAVID G STURM

RECEIVED

APR 23 1991

JAMES B GODFREY
CERCLA III Office
OF COUNSEL



SDMS DocID 559310

April 19, 1991

Cynthia E. Catri
Assistant Regional Counsel
U.S. EPA
JFK Federal Building
Boston, MA 02203-2211

Superfund Records Center
SITE: Coakley
BREAK: 119
OTHER: 559310

RE: Coakley Landfill site, North Hampton, NH
Our file no. 5957 000

Dear Ms. Catri:

The City of Portsmouth entered into contracts with Seacoast Trucking & Moving Company for the weekly removal of rubbish, garbage, ashes and trash from Mariner's Village (otherwise known as Seacrest Village) and Gosling Meadows Project which are housing projects within the City of Portsmouth. These contracts ran from July 1, 1981 to June 30, 1982. The City of Portsmouth contracted for the removal of the rubbish, garbage, ashes and trash from these housing projects because it did not have the manpower and equipment to service the entire City. I have enclosed copies of the contracts between the City of Portsmouth and Seacoast Trucking & Moving Company for your reference.


The City of Portsmouth never entered into any contracts with Jet-Line Services. The City may have entered into a contract with a company from Massachusetts for the monthly disposal of oil which was stored at the Public Works Department.

The City has no knowledge as to the identity of Neal Coakley. I would suggest that you pursue this further with Attorney Kevin Devine, who as you know is counsel for Ron Coakley. He may have some information regarding the Coakley family.

Cynthia E. Catri
Page 2
4/19/91

If you need any additional information, please let me know.

Very truly yours,

A handwritten signature in cursive script, appearing to read "E. Tupper Kinder".

E. Tupper Kinder

ETK/jap
Enclosure
cc: Robert P. Sullivan, City Attorney

CONTRACT FOR RUBBISH AND GARBAGE PICKUP
GOSLING MEADOWS PROJECT
PORTSMOUTH, NEW HAMPSHIRE

ALL OF GOSLING ROAD, PART OF OLD DOVER ROAD, DURGIN LANE, VENUS STREET, HODGDON LANE, WOODBURY AVENUE FROM GRANITE STREET TO GOSLING ROAD, WOODBURY MANOR, BOYD ROAD, CENTRE STREET, GARDEN STREET, SUZANNE DRIVE, SIMONDS ROAD, WALLIS ROAD.

AGREEMENT, made this 28th day of April 1981 by and between the City of Portsmouth, a Municipal Corporation having its usual place of business at 126 Daniel Street, Portsmouth, in the County of Rockingham and the State of New Hampshire, hereinafter called the City, and Seacoast Trucking & Moving Company of Portsmouth in Rockingham County and State of New Hampshire hereinafter called the Contractor.

WITNESSETH:

THAT, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Contractor hereby agrees to remove weekly all Rubbish, Garbage, Ashes, Trash, and any other material placed on the described areas, said Contract to run from July 1, 1981 to the 30th day of June 1982, inclusive. The areas to be covered by said Contractor are as follows:

Gosling Meadows Project

All of Gosling Road

Part of Old Dover Road

Durgin Lane

Venus Street

Hodgdon Lane

Woodbury Avenue (from Granite St. to Gosling Rd.)

Woodbury Manor

Boyd Road

Centre Street

Garden Street

Suzanne Drive

Simonds Road

Wallis Road

It is the intent of the parties in describing the areas to be covered by said services of said Contractor, that said Contractor shall cover both sides of all streets mentioned.

GOSLING MEADOWS PROJECT RUBBISH & GARBAGE PICKUP CONTRACT (Cont'd)

2. The Contractor agrees to do said work in an efficient and workmanlike manner and to save the City harmless of loss or expense, including the cost of litigation and from every other claim whatsoever that may be occasioned as a result of his negligence or that of his agents or servants. In the event that the Contractor fails to perform the work required under this Contract in a timely, efficient and workmanlike manner, resulting in the development of a public nuisance, health or a safety hazard or the serious complaints from residence and/or commercial places, causing the City to utilize labor, materials or equipment to correct such situations, the cost of such labor, materials or equipment will be deducted from monies due the Contractor under this Contract.
3. The City agrees that the Contractor may dispose said materials so collected in the landfill site.
4. The Contractor agrees to make collections weekly in accordance with a schedule to be submitted to the City and to be approved by the City Manager.
5. The City agrees that the Contractor may retain for himself all salvage which may be obtainable from the materials so collected.
6. The City agrees to pay the Contractor for said services at the rate of Two Hundred Thirty-seven Dollars and Thirty-five Cents per week, said payments to be made on a monthly basis.
7. ~~The Contractor shall not sell, transfer, or assign this contract without the written consent of the City.~~
8. The City reserves the right to cancel this Contract on thirty (30) days written notice in the event the Contractor does not perform the work herein on schedule, weather or natural disaster accepted, or if the work is not performed in an efficient or workmanlike manner.
9. The Contractor must comply with all local and State laws, rules and regulations applicable to this Contract and to the work to be done hereunder.
10. This Contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

GOSLING MEADOWS PROJECT RUBBISH & GARBAGE PICKUP CONTRACT (Cont'd)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

CITY OF PORTSMOUTH, NEW HAMPSHIRE

Daphne Savramis
WITNESS

BY: John A. Trott
CITY PURCHASING AGENT

Daphne Savramis
WITNESS

BY: James E. Lister
CONTRACTOR

DAHPNE SAVRAMIS, Notary Public
My Commission Expires December 23, 1995

CONTRACT FOR RUBBISH AND GARBAGE PICKUP
MARINERS VILLAGE (SO-CALLED)
PORTSMOUTH, NEW HAMPSHIRE

AGREEMENT, made this 13th day of April 1981 by and between the City of Portsmouth, a Municipal Corporation having its usual place of business at 126 Daniel Street, Portsmouth, in the County of Rockingham and the State of New Hampshire, hereinafter called the City and _____

Seacoast Trucking & Moving Company
of Portsmouth, New Hampshire

IN SAID County and State, hereinafter called the Contractor.

WITNESSETH:

THAT, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Contractor hereby agrees to remove weekly all RUBBISH, GARBAGE, ASHES, TRASH and any other material placed on the described property, that is MARINERS VILLAGE (SO-CALLED), said Contract to run from the 1st day of July 1981, to the 30th day of June 1982, inclusive. The area to be covered by said Contractor is as follows:

All that area within the bounds of said MARINERS VILLAGE (SO-CALLED), with its rights-of-way as are named, Circuit Road, Rockhill Avenue, Profile Avenue and those parts of Granite Street and Circuit Road Extension, within the said bounds. It is the intent of the parties in describing the areas to be covered by said services of said Contractor, that said Contractor shall cover both sides of all streets mentioned.

2. The Contractor agrees to do said work in an efficient and workmanlike manner and to save the City harmless of loss or expense, including the cost of litigation and from every other claim whatsoever that may be occasioned as a result of his negligence or that of his agents or servants.

In the event that the Contractor fails to perform the work required under this Contract in a timely, efficient and workmanlike manner, resulting in the development of a public nuisance, health or a safety hazard or the serious complaints from residences and/or commercial sources, causing the City to utilize labor, materials or equipment to correct such situations, the cost of such labor, materials, or equipment will be deducted from monies due the Contractor under this Contract.

3. The City agrees that the Contractor may dispose said material so collected in the landfill site.

4. The Contractor agrees to make collections weekly in accordance with a schedule to be submitted to the City and to be approved by the City Manager.

MARINERS VILLAGE (SO-CALLED) RUBBISH & GARBAGE PICKUP CONTRACT (Cont'd)

5. The City agrees that the Contractor may retain for himself all salvage which may be obtainable from the materials so collected.
6. The City agrees to pay the Contractor for said services at the rate of One Hundred Eighty-three Dollars and Ten Cents a week, said payments to be made on a monthly basis.
7. The Contractor shall not sell, transfer, or assign this Contract without the written consent of the City.
8. The City reserves the right to cancel this Contract on thirty (30) days written notice in the event the Contractor does not perform the work herein on schedule, weather or natural disaster accepted, or if the work is not performed in an efficient or workmanlike manner.
9. The Contractor must comply with all local and State laws, rules and regulations applicable to this contract and to the work to be done hereunder.
10. This Contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

CITY OF PORTSMOUTH, NEW HAMPSHIRE


WITNESS


WITNESS

DAAPHNE SAVRANIS, Notary Public
My Commission Expires December 23, 1965

BY:


CITY PURCHASING AGENT

BY:


CONTRACTOR